Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: Medicare Supplement SERFF Tr Num: MUTM-126185589 State: ArkansasLH

Administrator - MTG1-22029

TOI: MS05I Individual Medicare Supplement - SERFF Status: Closed State Tr Num: 42789

Standard Plans

Sub-TOI: MS05I.001 Plan A Co Tr Num: THEA SHEPHERD State Status: Approved-Closed Filing Type: Form/Rate Co Status: Reviewer(s): Stephanie Fowler

Authors: Mary Cleasby, Wanda Hill, Disposition Date: 08/05/2009

Shelly Kaipust, Stacey Payton, Jan Serafini, Thea Shepherd, Kurt Vangreen, Mary Gregg, Jaime Mosqueda, Krysia Gannon, Ellen Cochrane, Melanie Schultz, Joanne

Najdzin, Kristin Miller, Sarah Duncan, Luther Mardock

Date Submitted: 06/26/2009 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Administrator Medicare Supplement Gerber 1990 Plans Status of Filing in Domicile: Not Filed

5-09

Project Number: MTG1-22029

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 08/05/2009 Explanation for Other Group Market Type:

State Status Changed: 08/05/2009

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Deemer Date: Corresponding Filing Tracking Number:

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Filing Description:

Please see cover letter attached under the Supporting Documentation tab.

Company and Contact

Filing Contact Information

Thea Shepherd, Policy Drafting and Regulatory thea.shepherd@mutualofomaha.com

Specialist

Regulatory Affairs (402) 351-4020 [Phone]
Omaha, NE 68175 (402) 351-5298[FAX]

Filing Company Information

Gerber Life Insurance Company CoCode: 70939 State of Domicile: New York
1311 Mamaroneck Avenue Group Code: 4483 Company Type: Life & Health

White Plains, NY 10605 Group Name: State ID Number:

(914) 272-4000 ext. [Phone] FEIN Number: 13-2611847

Filing Fees

Fee Required? Yes

Fee Amount: \$150.00

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Gerber Life Insurance Company \$150.00 06/26/2009 28838722

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Correspondence Summary

Dispositions

StatusCreated ByCreated OnDate SubmittedApproved-Stephanie Fowler08/05/200908/05/2009

Closed

Objection Letters and Response Letters

Objection Letters Response Letters Status Created By Created On Date Submitted **Responded By Date Submitted Created On** Stephanie Mary Cleasby Pending 07/30/2009 07/30/2009 08/04/2009 08/04/2009 Fowler Industry Response

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Disposition

Disposition Date: 08/05/2009

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|------------------------|---------------|
| Supporting Document | Flesch Certification | Accepted for | Yes |
| | | Informational Purposes | 3 |
| Supporting Document | Application | | Yes |
| Supporting Document | Health - Actuarial Justification | Accepted for | No |
| | | Informational Purposes | 3 |
| Supporting Document | Outline of Coverage | | Yes |
| Supporting Document | Cover Letter | Accepted for | Yes |
| | | Informational Purposes | 3 |
| Supporting Document | Certification of Compliance with Rule 19 | Accepted for | Yes |
| | | Informational Purposes | |
| Supporting Document | Filing Fee Schedule | Accepted for | Yes |
| | | Informational Purposes | |
| Supporting Document | Memorandum of Variability for Applicatio | • | Yes |
| | Madigara Supplement Deliay, Dlan A | Informational Purposes | |
| Form (revised) | Medicare Supplement Policy - Plan A | Approved | Yes |
| Form | Medicare Supplement Policy - Plan A | Disapproved | Yes |
| Form (revised) | Medicare Supplement Policy - Plan F | Approved | Yes |
| Form | Medicare Supplement Policy - Plan F | Disapproved | Yes |
| Form (revised) | Medicare Supplement Policy - Plan G | Approved | Yes |
| Form | Medicare Supplement Policy - Plan G | Disapproved | Yes |
| Form | Outline of Coverage Cover Page Module | Approved | Yes |
| Form | Outline of Coverage Rate Page Module | Approved | Yes |
| Form (revised) | Outline of Coverage Disclosure Page Module | Approved | Yes |
| Form | Outline of Coverage Disclosure Page Module | Disapproved | Yes |
| Form | Outline of Coverage Benefit Chart Modul | eApproved | Yes |
| Form | Application for Medicare Supplement Insurance | Approved | Yes |
| Form | Replacement Notice | Approved | Yes |
| Form | HIPAA Authorization Form | Approved | Yes |
| Form | Document of Solicitation | Approved | Yes |

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Rate AR MTG1 Base Rate Rating Factors Approved Yes

Exhibit 1

Rate AR MTG4 Base Rate.Rating Factors Approved Yes

Exhibit 1

Rate AR MTG5 Base Rate.Rating Factors Approved Yes

Exhibit 1

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/30/2009
Submitted Date 07/30/2009
Respond By Date 08/31/2009

Dear Thea Shepherd,

This will acknowledge receipt of the captioned filing.

Objection 1

- Outline of Coverage (Supporting Document)
- Medicare Supplement Policy Plan A (Form)
- Medicare Supplement Policy Plan F (Form)
- Medicare Supplement Policy Plan G (Form)

Comment: AR Rule and Regulation 27 s6(C) states "No Medicare supplement policy or certificate may include a policy fee or any other similar charge. Applicants cannot be required to pay any fee other than the approved premium".

Please revise this filing to comply.

Please feel free to contact me if you have questions.

Sincerely,

Stephanie Fowler

Response Letter

Response Letter Status Submitted to State

Response Letter Date 08/04/2009 Submitted Date 08/04/2009

Dear Stephanie Fowler,

Comments:

RE: Gerber Life Insurance Company
NAIC # 4483-70939 FEIN 13-2611847
Individual Medicare Supplement Insurance

Policy Forms MTG1-22029, MTG4-22030 and MTG5-22031

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Application Form T03-2010-03

Outline of Coverage Forms CP12.1F-AR, RP12.1F-AR, DP2F-AR and BC12.2F-AR

Actuarial Memorandum and Rate Schedules

Replacement Notice Form T03_202 HIPAA Authorization Form T03_201 Document of Solicitation T03_214_AR State Tracking # 42789

SERFF Tracking # MUTM-126185589

Thank your for review of the above captioned filing. This letter is in response to your Objection Letter dated July 30, 2009.

Response 1

Comments: Any reference to an enrollment fee has been deleted from the policy schedule for each of the policy forms listed above and outline to the of coverage module form DP2F-AR.

Related Objection 1

Applies To:

- Outline of Coverage (Supporting Document)
- Medicare Supplement Policy Plan A (Form)
- Medicare Supplement Policy Plan F (Form)
- Medicare Supplement Policy Plan G (Form)

Comment:

AR Rule and Regulation 27 s6(C) states "No Medicare supplement policy or certificate may include a policy fee or any other similar charge. Applicants cannot be required to pay any fee other than the approved premium".

Please revise this filing to comply.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name Form Edition Form Type Action Action Readability Attach

Number Date Specific Score Document

Data

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Medicare SupplementMTG1-Policy/Contract/FraternalInitial0PolicyPolicy - Plan A22029CertificateMTG1-22029

(AR).pdf,(r ev)POL SCHED--PLAN A--MTG1-22029.pdf

Previous Version

Medicare Supplement MTG1- Policy/Contract/Fraternal Initial 0 Policy

Policy - Plan A 22029 Certificate

MTG1-22029 Plan A

Plan A

(AR).pdf,P

OL

SCHED--PLAN A--MTG1-

22029.pdf

Medicare Supplement MTG4- Policy/Contract/Fraternal Initial 0 Policy

Policy - Plan F 22030 Certificate

MTG4-22030

> Plan F (AR).pdf,(r ev)POL SCHED--

PLAN F--MTG4-

22030.pdf

Previous Version

Medicare SupplementMTG4-Policy/Contract/Fraternal Initial0PolicyPolicy - Plan F22030CertificateMTG4-

SERFF Tracking Number: MUTM-126185589 State: Arkansas Filing Company: State Tracking Number: 42789 Gerber Life Insurance Company

THEA SHEPHERD Company Tracking Number:

MS05I Individual Medicare Supplement -TOI: Sub-TOI: MS05I.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

22030

Plan F

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SCHED--

PLAN F--

MTG4-

22030.pdf

Medicare Supplement MTG5-Policy/Contract/Fraternal Initial 0 Policy

Policy - Plan G 22031 Certificate MTG5-22031

Plan G

(AR).pdf,(r ev)POL

SCHED--

PLAN G--

MTG5-

22031.pdf

Previous Version

Policy/Contract/Fraternal Initial Medicare Supplement MTG5-0 Policy

Certificate Policy - Plan G 22031

MTG5-

22031

Plan G

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SCHED--

PLAN G--

MTG5-

22031.pdf

Outline of Coverage DP2F-AR **Outline of Coverage** Initial DP2F-AR 0

Disclosure Page

Module

(Outline

Disclosure

Page) rev

8-3-09.pdf

SERFF Tracking Number: MUTM-126185589 State: Arkansas

Filing Company: Gerber Life Insurance Company State Tracking Number: 42789

Company Tracking Number: THEA SHEPHERD

TOI: $MS05I\ Individual\ Medicare\ Supplement\ -$ Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Previous Version

DP2F-AR Outline of Coverage DP2F-AR Outline of Coverage 0 Initial

Disclosure Page

(Outline Module Disclosure Page).pdf

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

No Rate/Rule Schedule items changed.

Your continued consideration and approval of this filing will be most appreciated. If I may be of additional assistance as you complete your review, please do not hesitate to contact me.

Sincerely,

Thea Shepherd Product and Advertising Compliance Analyst Regulatory Affairs

Phone: 402-351-4020 Fax: 402-351-5298

E-mail: thea.shepherd@mutualofomaha.com

Sincerely,

Ellen Cochrane, Jaime Mosqueda, Jan Serafini, Joanne Najdzin, Kristin Miller, Krysia Gannon, Kurt Vangreen, Luther Mardock, Mary Cleasby, Mary Gregg, Melanie Schultz, Sarah Duncan, Shelly Kaipust, Stacey Payton, Thea Shepherd, Wanda Hill

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Form Schedule

Lead Form Number: MTG1-22029

| Review Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|------------------|----------------|---|---------|----------------------|-------------|---|
| Approved | MTG1- 22029 | Policy/Cont Medicare ract/Fratern Supplement Policy - al Plan A Certificate | Initial | | 0 | Policy MTG1- 22029 Plan A (AR).pdf (rev)POL SCHED PLAN A MTG1- 22029.pdf |
| Approved | MTG4- 22030 | Policy/Cont Medicare ract/Fratern Supplement Policy - al Plan F Certificate | Initial | | 0 | Policy MTG4- 22030 Plan F (AR).pdf (rev)POL SCHED PLAN F MTG4- 22030.pdf |
| Approved | MTG5- 22031 | Policy/Cont Medicare ract/Fratern Supplement Policy - al Plan G Certificate | Initial | | 0 | Policy MTG5- 22031 Plan G (AR).pdf (rev)POL SCHED PLAN G MTG5- 22031.pdf |
| Approved | CP12.1F- AR | Outline of Outline of Coverage Coverage Cover Page Module | Initial | | 0 | CP12.1F-AR (Outline Cover Page).pdf |
| Approved | RP12.1F- AR | Outline of Outline of Coverage Coverage Rate Page Module | Initial | | 0 | RP12.1F-AR (Outline Rate Page).pdf |

| SERFF Trackin | ıg Number: | MUTM-126185 | 5589 | State: | Arkansas | |
|----------------|-------------------|-----------------------------------|--|----------------------------|------------------|---|
| Filing Compan | y: | Gerber Life Ins | urance Company | State Tracking Number: | 42789 | |
| Company Trac | king Number: | THEA SHEPH | ERD | | | |
| TOI: | | MS05I Individu | ual Medicare Supplement - | Sub-TOI: | MS05I.001 Plan A | |
| | | Standard Plans | , | | | |
| Product Name: | | Medicare Supp | lement Administrator - MTG1- | -22029 | | |
| Project Name/I | Number: | Administrator l | Medicare Supplement Gerber | 1990 Plans 5-09/MTG1-22029 | | |
| Approved | DP2F-AR | Outline of Coverage | Outline of Coverage Disclosure Page Module | Initial | 0 | DP2F-AR (Outline Disclosure Page) rev 8- 3-09.pdf |
| Approved | BC12.2F- AR | Outline of Coverage | Outline of Coverage Benefit Chart Module | | 0 | BC12.2F-AR (Outline Benefit Charts).pdf |
| Approved | T03-2010- 03 | Application Enrollment Form | Application for Medicare Supplement Insurance | Initial | 0 | T03-2010-03 (AR).pdf |
| Approved | T03_202 | Other | Replacement Notice | Initial | 0 | T03_202 (Replmnt Notice - Nat'l).pdf |
| Approved | T03_201 | Other | HIPAA Authorization Form | Initial | 0 | T03_201 (HIPAA - Nat'l).pdf |
| Approved | T03_214_ <i>R</i> | A Other | Document of Solicitation | Initial | 0 | T03_214_AR. pdf |

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN A

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

> This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. **NOTICE TO BUYER:**

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES. This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At: Customer Service [1-XXX-XXXXXXXX]

Claims Service [1-XXX-XXX-XXXX]

President

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street

Omaha, NE 68175]

Secretary

Wesley Hot

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

<u>Inpatient Hospital Confinement Benefits (Medicare Part A)</u>

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by

giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

| | POLICY SCHEDULE | |
|---------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG1-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERIES [22029] | |

AS SPECIFIED IN THE POLICY

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW (NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN F

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. NOTICE TO BUYER:

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.

This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:

Customer Service [1-XXX-XXXX]

Claims Service [1-XXX-XXXX]

Wesley Hother

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street

Omaha, NE 68175]

Secretary

Robert G.)

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Accept(s) Assignment means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Emergency Care means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

Inpatient Hospital Confinement Benefits (Medicare Part A)

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

PLAN F ADDITIONAL BENEFITS

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan F as follows. Plan F Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

<u>Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)</u>

When you are confined in a Hospital as an inpatient, we will pay the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

Skilled Nursing Facility Confinement Benefit (Medicare Part A)

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

Medicare Part B Deductible Benefit

We will pay the Medicare Part B deductible amount due each calendar year for Part B Medicare Eligible Expenses incurred.

Medicare Part B Excess Charges Benefit

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

Emergency Care in a Foreign Country Benefit

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force

on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

| | POLICY SCHEDULE | |
|------------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG4-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERIES [22030] | |

AS SPECIFIED IN THE POLICY

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW (NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN G

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. NOTICE TO BUYER:

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.

This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At: Customer Service [1-XXX-XXXX]

Claims Service [1-XXX-XXX-XXXX]

President

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street Omaha, NE 68175] **Secretary**

Robert G.)

Wesley Hrothen

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Accept(s) Assignment means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

Activities of Daily Living means activities including, but not limited to, bathing, dressing, personal hygiene, transferring, eating, ambulating, assistance with drugs that are normally self-administered, and changing bandages or other dressings.

At-Home Recovery Visit means the period of a visit required to provide recovery care at your Home, without limit on the duration of the visit. Each four hours in a row during any 24-hour period of services provided by a Care Provider counts as one visit. At-home recovery visits must primarily be services which assist with Activities of Daily Living.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Care Provider means a duly qualified or licensed home health aide/homemaker, personal care aide or nurse provided through a licensed home health care agency or referred by a licensed referral agency or licensed nurses registry. A care provider does not include a family member, an unpaid volunteer, or a provider who is not a care provider.

Emergency Care means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

Home means any place used by you as a place of residence, provided that such place would qualify as a residence for home health care services covered by Medicare. Home does not include a Hospital or skilled nursing facility.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

Inpatient Hospital Confinement Benefits (Medicare Part A)

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

PLAN G ADDITIONAL BENEFITS

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan G as follows. Plan G Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)

When you are confined in a Hospital as an inpatient, we will pay the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

Skilled Nursing Facility Confinement Benefit (Medicare Part A)

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

Medicare Part B Excess Charges Benefit

We will pay 80% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

Emergency Care in a Foreign Country Benefit

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

At-Home Recovery Visit Benefit

We will pay the actual charges incurred, up to \$40 per visit, for At-Home Recovery Visits provided by a Care Provider in your Home to give short-term assistance with Activities of Daily Living while you are recovering from a Sickness, Injury or surgery. Benefits are limited to a maximum of seven visits per week and \$1,600 per calendar year.

At-Home Recovery Visits are payable only while you are receiving Medicare-approved home care services or, if not currently receiving such services, no more than eight weeks after the last Medicare-approved home health care visit. At-Home Recovery Visits cannot exceed the number and type certified as necessary by your Physician. Your Physician must certify that the specific type and frequency of At-Home Recovery Visits are necessary because of a condition for which a home care plan of treatment was approved by Medicare. The total number of At-Home Recovery Visits cannot exceed the number of Medicare-approved home health care visits under a Medicare-approved home care plan of treatment. Coverage is excluded for home care visits paid for by Medicare or other governmental programs.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination.

You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

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TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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| | POLICY SCHEDULE | |
|---------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG5-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERIES [22031] | |

AS SPECIFIED IN THE POLICY

INSURED

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW (NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

GERBER LIFE INSURANCE COMPANY OUTLINE OF MEDICARE SUPPLEMENT COVERAGE – COVER PAGE BENEFIT PLANS A, F AND G

These charts show the benefits included in each of the standard Medicare supplement plans. Every company must make available Plan "A." Some plans may not be available in your state. See Outlines of Coverage sections for details about ALL plans.

Basic Benefits for Plans A through L:

Hospitalization: Part A coinsurance plus coverage for 365 additional days after Medicare benefits end

Medical Expenses: Part B coinsurance (generally 20% of Medicare-approved expenses) or copayments for hospital outpatient services

Blood: First 3 pints of blood each year

| | A | В | С | D | Е | F F* | G | Н | I | J J* | K** | L** |
|------------------------------------|---|---|---|---|---|-------------|-----|---|------|------|------------|------------|
| Basic Benefits | X | X | X | X | X | X | X | X | X | X | X | X |
| Skilled Nursing Facility | | | v | X | X | X | X | X | X | v | 50% | 75% |
| Coinsurance | | | Λ | Λ | Λ | Λ | Λ | Λ | Λ | Λ | | |
| Part A Deductible | | X | X | X | X | X | X | X | X | X | 50% | 75% |
| Part B Deductible | | | X | | | X | | | | X | | |
| Part B Excess | | | | | | 100% | 80% | | 100% | 100% | | |
| Foreign Travel Emergency | | | X | X | X | X | X | X | X | X | | |
| At-Home Recovery | | | | X | | | X | | X | X | | |
| Preventive Care NOT Covered | | | | | X | | | | | X | | |
| By Medicare | | | | | Λ | | | | | Λ | | |
| Out-of-Pocket Annual Limit | | | | | | | | | | | \$4,620*** | \$2,310*** |

^{*} Plans F and J also have an option called a high deductible Plan F and a high deductible Plan J. These high deductible plans pay the same benefits as Plan F and J after one has paid a calendar year \$2,000 deductible. Benefits from high deductible Plans F and J will not begin until out-of-pocket expenses exceed \$2,000. Out-of-pocket expenses for this deductible are expenses that would ordinarily be paid by the policy. These expenses include the Medicare deductibles for Part A and Part B, but do not include the plans' separate foreign travel emergency deductible.

^{**} Plans K and L provide for different cost-sharing for items and services than Plans A through J. Once you reach the annual limit, the plan pays 100% of the Medicare copayments, coinsurance and deductibles for the rest of the calendar year. The out-of-pocket annual limit does NOT include charges from your provider that exceed Medicare-approved amounts, called "Excess Charges." You will be responsible for paying excess charges.

^{***} The out-of-pocket annual limit will increase each year for inflation.

ZIP CODES: 716-719, 722-729

NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| • | Policy Form MTG1 (Plan A) | | n MTG4 F) | Policy Form MTG5 (Plan G) | |
|--------------|------------------------------|--------------|--------------|---------------------------|-----------|
| Attained Age | | Attained Age | , | Attained Age | , |
| 65 & Over | \$ 83.74 | 65 & Over | \$ 118.76 | 65 & Over | \$ 101.36 |

NON-TOBACCO QUARTERLY RATES

| Policy Form (Plan | | Policy Form (Plan | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|----------------------|-----------|------------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 251.21 | 65 & Over | \$ 356.27 | 65 & Over | \$ 304.07 |

NON-TOBACCO SEMIANNUAL RATES

| Policy Form MTG1 (Plan A) | | Policy Form (Plan | | Policy Form MTG5 (Plan G) | | |
|------------------------------|-----------|------------------------|-----------|---------------------------|-----------|--|
| Attained Age 65 & Over | \$ 502.43 | Attained Age 65 & Over | \$ 712.53 | Attained Age 65 & Over | \$ 608.13 | |

NON-TOBACCO ANNUAL RATES

| Policy Form MTG1 | | Policy Forn | n MTG4 | Policy Form MTG5 | | | | | |
|------------------|-------------|--------------|-------------|------------------|------------|------------|--|--|--|
| (Plan A) | (Plan F) | | (Plan A) | | (Plan | G) | | | |
| Attained Age | | Attained Age | | Attained Age | | | | | |
| 65 & Over | \$ 1,004.85 | 65 & Over | \$ 1,425.06 | 65 & Over | \$1,216.26 | | | | |

ZIP CODES: 716-719, 722-729

TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| Policy Form MTG1 (Plan A) | | Policy Form (Plan | | Policy Form MTG5 (Plan G) | | |
|---------------------------|----------|----------------------|-----------|------------------------------|-----------|--|
| Attained Age | | Attained Age | | Attained Age | | |
| 65 & Over | \$ 96.25 | 65 & Over | \$ 136.50 | 65 & Over | \$ 116.50 | |

TOBACCO QUARTERLY RATES

| Policy Form | | Policy Form MTG4 | | Policy Form MTG5 | |
|------------------------|-----------|---------------------------|-----------|---------------------------|-----------|
| (Plan | | (Plan F) | | (Plan G) | |
| Attained Age 65 & Over | \$ 288.75 | Attained Age 65 & Over | \$ 409.50 | Attained Age 65 & Over | \$ 349.50 |

TOBACCO SEMIANNUAL RATES

| Policy Form MTG1 (Plan A) | | Policy Form (Plan | | Policy Form MTG5 (Plan G) | |
|---------------------------|-----------|----------------------|-----------|---------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 577.50 | 65 & Over | \$ 819.00 | 65 & Over | \$ 699.00 |

TOBACCO ANNUAL RATES

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-------------|------------------------------|-------------|------------------------------|------------|
| Attained Age | | Attained Age | | Attained Age | , |
| 65 & Over | \$ 1,155.00 | 65 & Over | \$ 1,638.00 | 65 & Over | \$1,398.00 |

NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|----------|------------------------------|-----------|------------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 93.79 | 65 & Over | \$ 133.01 | 65 & Over | \$ 133.52 |

NON-TOBACCO QUARTERLY RATES

| Policy Form (Plan A | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|------------------------|-----------|---------------------------|-----------|------------------------------|-----------|
| Attained Age 65 & Over | \$ 281.36 | Attained Age 65 & Over | \$ 399.02 | Attained Age 65 & Over | \$ 340.55 |

NON-TOBACCO SEMIANNUAL RATES

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|------------------------------|-----------|---------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 562.72 | 65 & Over | \$ 798.04 | 65 & Over | \$ 681.11 |

NON-TOBACCO ANNUAL RATES

| Policy Forn (Plan | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|---------------------------|---------------------------|-------------|------------------------------|------------|
| Attained Age 65 & Over | Attained Age 65 & Over | \$ 1,596.07 | Attained Age 65 & Over | \$1,362.21 |

TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|------------------------------|-----------|------------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 107.80 | 65 & Over | \$ 152.88 | 65 & Over | \$ 130.48 |

TOBACCO QUARTERLY RATES

| Policy Form | | Policy Form MTG4 | | Policy Form MTG5 | |
|------------------------|-----------|------------------------|-----------|------------------------|-----------|
| (Plan | | (Plan F) | | (Plan G) | |
| Attained Age 65 & Over | \$ 323.40 | Attained Age 65 & Over | \$ 458.64 | Attained Age 65 & Over | \$ 391.44 |

TOBACCO SEMIANNUAL RATES

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|---------------------------|-----------|---------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 646.80 | 65 & Over | \$ 917.28 | 65 & Over | \$ 782.88 |

TOBACCO ANNUAL RATES

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form (Plan | |
|----------------------|-------------|---------------------------|-------------|----------------------|------------|
| Attained Age | , | Attained Age | / | Attained Age | - / |
| 65 & Over | \$ 1,293.60 | 65 & Over | \$ 1,834.56 | 65 & Over | \$1,565.76 |

ZIP CODES: 72002, 72053, 72065, 72076, 72078, 72099, 72103, 72113, 72114

NON-TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|------------------------------|-----------|------------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 103.00 | 65 & Over | \$ 146.07 | 65 & Over | \$ 124.67 |

NON-TOBACCO QUARTERLY RATES

| Policy Form (Plan A | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|------------------------|-----------|---------------------------|-----------|------------------------------|-----------|
| Attained Age 65 & Over | \$ 308.99 | Attained Age 65 & Over | \$ 438.21 | Attained Age 65 & Over | \$ 374.00 |

NON-TOBACCO SEMIANNUAL RATES

| Policy Form (Plan | | Policy Form MTG4 (Plan F) | | Policy Form MTG5 (Plan G) | |
|----------------------|-----------|------------------------------|-----------|---------------------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 617.99 | 65 & Over | \$ 876.41 | 65 & Over | \$ 748.00 |

NON-TOBACCO ANNUAL RATES

| Policy Form MTG1 | | Policy Form MTG4 | | Policy Form MTG5 | |
|------------------|-------------|------------------|-------------|------------------|------------|
| (Plan | A) | (Plan F) | | (Plan G) | |
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 1,235.97 | 65 & Over | \$ 1,752.82 | 65 & Over | \$1,496.00 |

ZIP CODES: 72002, 72053, 72065, 72076, 72078, 72099, 72103, 72113, 72114

TOBACCO MONTHLY RATES (BANK SERVICE PLAN)

| Policy Form (Plan | | • | Policy Form MTG4 Policy Form (Plan F) (Plan G | | |
|----------------------|-----------|--------------|---|--------------|-----------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 118.39 | 65 & Over | \$ 167.90 | 65 & Over | \$ 143.30 |

TOBACCO QUARTERLY RATES

| Policy Form MTG1 (Plan A) | | Policy Form MTG4 (Plan F) | | Policy Fori (Plan | |
|------------------------------|-----------|------------------------------|-----------|---------------------------|-----------|
| Attained Age 65 & Over | \$ 355.16 | Attained Age 65 & Over | \$ 503.69 | Attained Age 65 & Over | \$ 429.89 |

TOBACCO SEMIANNUAL RATES

| Policy Forr (Plan | | Policy Form MTG4 (Plan F) | | Policy Form (Plan | |
|----------------------|-----------|------------------------------|-------------|----------------------|-----------|
| Attained Age | , | Attained Age | | Attained Age | |
| 65 & Over | \$ 710.33 | 65 & Over | \$ 1,007.37 | 65 & Over | \$ 859.77 |

TOBACCO ANNUAL RATES

| • | Policy Form MTG1 (Plan A) | | Policy Form MTG4 (Plan F) | | m MTG5 G) |
|--------------|------------------------------|--------------|------------------------------|--------------|--------------|
| Attained Age | | Attained Age | | Attained Age | |
| 65 & Over | \$ 1,420.65 | 65 & Over | \$ 2,014.74 | 65 & Over | \$1,719.54 |

Disclosures

Use this outline to compare benefits and premiums among policies.

Premium Information

We, Gerber Life, can only raise your premium if we raise the premium for all the policies like yours in the same geographic area of the state where you live.

Read Your Policy Very Carefully

This is only an outline describing your policy's most important features. The policy is your insurance contract. You must read the policy itself to understand all of the rights and duties of both you and your insurance company.

Right to Return Policy

If you find that you are not satisfied with your policy, you may return it to Gerber Life Insurance Company at our administrative offices, 3316 Farnam Street, Omaha, NE 68175. If you send the policy back to us within 30 days after you receive it, we will treat the policy as if it had never been issued and return all of your payments.

Policy Replacement

If you are replacing another health insurance policy, do NOT cancel it until you have actually received your new policy and are sure you want to keep it.

Notice

The policy may not fully cover all of your medical costs. Neither Gerber Life nor its agents are connected with Medicare. This outline of coverage does not give all the details of Medicare coverage. Contact your local Social Security office or consult "Medicare & You" for more details.

Complete Answers Are Very Important

When you fill out the application for the new policy, be sure to answer truthfully and completely all questions about your medical and health history. The Company may cancel your policy and refuse to pay any claims if you leave out or falsify important medical information. Review the application carefully before you sign it. Be certain that all information has been properly recorded.

PLAN A MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD

*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row.

| Services | Medicare Pays | Plan A Pays | You Pay |
|---|-----------------------------|-------------------|-----------------------------|
| HOSPITALIZATION* | | | |
| Semiprivate room and board, general nursing and | | | |
| miscellaneous services and supplies | | | |
| First 60 days | All but \$1,068 | \$0 | \$1,068 (Part A Deductible) |
| 61 st through 90 th day | All but \$267 a day | \$267 a day | \$0 |
| 91 st day and after: | | | |
| While using 60 lifetime reserve days | All but \$534 a day | \$534 a day | \$0 |
| Once lifetime reserve days are used: | | 100% of Medicare | |
| Additional 365 days | \$0 | Eligible Expenses | \$0** |
| Beyond the additional 365 days | \$0 | \$0 | All costs |
| SKILLED NURSING FACILITY CARE* | | | |
| You must meet Medicare's requirements, including having | | | |
| been in a hospital for at least 3 days and entered a | | | |
| Medicare approved facility within 30 days after leaving the | | | |
| hospital | | | |
| First 20 days | All approved amounts | \$0 | \$0 |
| 21 st through 100 th day | All but \$133.50 a day | \$0 | Up to \$133.50 a day |
| 101 st day and after | \$0 | \$0 | All costs |
| BLOOD | | | |
| First 3 pints | \$0 | 3 pints | \$0 |
| Additional amounts | 100% | \$0 | \$0 |
| HOSPICE CARE | | | |
| Available as long as your doctor certifies you are | All but very limited | \$0 | Balance |
| terminally ill and you elect to receive these services | coinsurance for outpatient | | |
| | drugs and inpatient respite | | |
| | care | | |

**NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits."

During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

PLAN A MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

*Once you have been billed \$135 of Medicare Approved Amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

| Services | Medicare Pays | Plan A Pays | You Pay |
|--|---------------|---------------|---------------------------|
| MEDICAL EXPENSES—IN OR OUT OF THE HOSPITAL AND | | | |
| OUTPATIENT HOSPITAL TREATMENT, such as physician's | | | |
| services, inpatient and outpatient medical and surgical services | | | |
| and supplies, physical and speech therapy, diagnostic tests, | | | |
| durable medical equipment | | | |
| First \$135 of Medicare Approved Amounts* | \$0 | \$0 | \$135 (Part B Deductible) |
| Remainder of Medicare Approved Amounts | Generally 80% | Generally 20% | \$0 |
| Part B Excess Charges (above Medicare Approved Amounts) | \$0 | \$0 | All costs |
| BLOOD | | | |
| First 3 pints | \$0 | All costs | \$0 |
| Next \$135 of Medicare Approved Amounts* | \$0 | \$0 | \$135 (Part B Deductible) |
| Remainder of Medicare Approved Amounts | 80% | 20% | \$0 |
| CLINICAL LABORATORY SERVICES—TESTS FOR | | | |
| DIAGNOSTIC SERVICES | 100% | \$0 | \$0 |

PARTS A AND B

| HOME HEALTH CARE—MEDICARE APPROVED SERVICES | | | |
|--|------|-----|---------------------------|
| Medically necessary skilled care services and medical supplies | 100% | \$0 | \$0 |
| Durable medical equipment | | | |
| First \$135 of Medicare Approved Amounts* | \$0 | \$0 | \$135 (Part B Deductible) |
| Remainder of Medicare Approved Amounts | 80% | 20% | \$0 |

PLANS F and G

MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD

*A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have

not received skilled care in any other facility for 60 days in a row.

| Services | Medicare Pays | Plan F Pays | You Pay | Plan G Pays | You Pay |
|--|------------------------|----------------------|-----------|----------------------|-----------|
| HOSPITALIZATION* | | | | | |
| Semiprivate room and board, general | | | | | |
| nursing and miscellaneous services and | | | | | |
| supplies | | | | | |
| First 60 days | All but \$1,068 | \$1,068 (Part A | \$0 | \$1,068 (Part A | \$0 |
| | | Deductible) | | Deductible) | |
| 61 st through 90 th day | All but \$267 a day | \$267 a day | \$0 | \$267 a day | \$0 |
| 91 st day and after: | | | | | |
| While using 60 lifetime reserve days | All but \$534 a day | \$534 a day | \$0 | \$534 a day | \$0 |
| Once lifetime reserve days are used: | | | | | |
| Additional 365 days | \$0 | 100% of Medicare | \$0** | 100% of Medicare | \$0** |
| | | Eligible Expenses | | Eligible Expenses | |
| Beyond the additional 365 days | \$0 | \$0 | All costs | \$0 | All costs |
| SKILLED NURSING FACILITY CARE* | | | | | |
| You must meet Medicare's requirements, | | | | | |
| including having been in a hospital for at least 3 | | | | | |
| days and entered a Medicare approved facility | | | | | |
| within 30 days after leaving the hospital | | | | | |
| First 20 days | All approved | \$0 | \$0 | \$0 | \$0 |
| | amounts | | | | |
| 21 st through 100 th day | All but \$133.50 a day | Up to \$133.50 a day | \$0 | Up to \$133.50 a day | \$0 |
| 101 st day and after | \$0 | \$0 | All costs | \$0 | All costs |
| BLOOD | | | | | |
| First 3 pints | \$0 | 3 pints | \$0 | 3 pints | \$0 |
| Additional amounts | 100% | \$0 | \$0 | \$0 | \$0 |
| HOSPICE CARE | | | | | |
| Available as long as your doctor certifies | All but very limited | \$0 | Balance | \$0 | Balance |
| you are terminally ill and you elect to | coinsurance for | | | | |
| receive these services | outpatient drugs and | | | | |
| | inpatient respite care | | | | |

**NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits."

During this time the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

PLANS F AND G MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR

*Once you have been billed \$135 of Medicare Approved Amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

| Services | Medicare Pays | Plan F Pays | You Pay | Plan G Pays | You Pay |
|---|---------------|---------------|---------|---------------|---------------|
| MEDICAL EXPENSES—IN OR OUT OF THE HOSPITAL AND | | | | | |
| OUTPATIENT HOSPITAL TREATMENT, such as physician's | | | | | |
| services, inpatient and outpatient medical and surgical | | | | | |
| services and supplies, physical and speech therapy, | | | | | |
| diagnostic tests, durable medical equipment | | | | | |
| First \$135 of Medicare Approved Amounts* | \$0 | \$135 (Part B | \$0 | \$0 | \$135 (Part B |
| | | Deductible) | | | Deductible) |
| Remainder of Medicare Approved Amounts | Generally 80% | Generally 20% | \$0 | Generally 20% | \$0 |
| Part B Excess Charges (above Medicare Approved Amounts) | \$0 | 100% | \$0 | 80% | 20% |
| BLOOD | | | | | |
| First 3 pints | \$0 | All costs | \$0 | All costs | \$0 |
| Next \$135 of Medicare Approved Amounts* | \$0 | \$135 (Part B | \$0 | \$0 | \$135 (Part B |
| | | Deductible) | | | Deductible) |
| Remainder of Medicare Approved Amounts | 80% | 20% | \$0 | 20% | \$0 |
| CLINICAL LABORATORY SERVICES—TESTS FOR | | | | | |
| DIAGNOSTIC SERVICES | 100% | \$0 | \$0 | \$0 | \$0 |

PARTS A AND B

| HOME HEALTH CARE—MEDICARE APPROVED SERVICES | | | | | |
|---|------|------------------------------|-----|-----|------------------------------|
| Medically necessary skilled care services and medical supplies | 100% | \$0 | \$0 | \$0 | \$0 |
| Durable medical equipment First \$135 of Medicare Approved Amounts* | \$0 | \$135 (Part B Deductible) | \$0 | * | \$135 (Part B Deductible) |
| Remainder of Medicare Approved Amounts | 80% | 20% | \$0 | 20% | \$0 |

PLANS F and G

PARTS A and B (continued)

| Services | Medicare Pays | Plan F Pays | You Pay | Plan G Pays | You Pay |
|---|---------------|-------------|-----------|-----------------------|---------|
| HOME HEALTH CARE—AT HOME | | | | | |
| RECOVERY SERVICES NOT COVERED BY | | | | | |
| MEDICARE | | | | | |
| Home care certified by your doctor for personal | | | | | |
| care during recovery from an injury or sickness | | | | | |
| for which Medicare approved a Home Care | | | | | |
| Treatment Plan | \$0 | N/A | All costs | Actual charges to | Balance |
| Benefit for each visit | | | | \$40 a visit | |
| Number of visits covered (must be received | \$0 | N/A | All costs | Up to the number of | Balance |
| within 8 weeks of last Medicare approved | | | | Medicare approved | |
| visit) | | | | visits, not to exceed | |
| | | | | 7 each week | |
| Calendar year maximum | \$0 | N/A | All costs | \$1,600 | Balance |

OTHER BENEFITS – NOT COVERED BY MEDICARE

| FOREIGN TRAVEL—NOT COVERED BY | | | | | |
|---|-----|-------------------|-------------------|-------------------|-------------------|
| MEDICARE | | | | | |
| Medically necessary emergency care services beginning | | | | | |
| during the first 60 days of each trip outside the USA | | | | | |
| First \$250 each calendar year | \$0 | \$0 | \$250 | \$0 | \$250 |
| Remainder of charges | \$0 | 80% to a lifetime | 20% and | 80% to a lifetime | 20% and |
| | | Maximum | amounts over the | Maximum Benefit | amounts over the |
| | | Benefit of | \$50,000 lifetime | of \$50,000 | \$50,000 lifetime |
| | | \$50,000 | Maximum | | Maximum |
| | | | Benefit | | Benefit |



Application For Medicare Supplement Coverage

| PLAN INFORMATION (to be completed by Producer) | |
|--|--|
| NOTE: For ALL sections, ONLY complete the Applicant B | information if to be insured. |
| APPLICANT | APPLICANT B |
| Policy Form | Policy Form |
| Requested Effective Date | Requested Effective Date |
| Premium Collected \$ | Premium Collected \$ |
| Initial Mode A, S, Q[, ACH] [or CC] | Initial Mode A, S, Q[, ACH] [or CC] |
| Renewal \$ | Renewal \$ |
| Renewal Mode A, S, Q, B [or CC] (direct monthly not available) | Renewal Mode A, S, Q, B [or CC] (direct monthly not available) |
| 1. PLEASE READ THE FOLLOWING CAREFULLY AND ANS | WER ALL QUESTIONS COMPLETELY. |
| Applicant | Applicant B |
| Name (First/Middle/Last) | Name (First/Middle/Last) |
| Residence Address | Residence Address (if different from Applicant's) |
| City | City |
| State ZIP | State ZIP |
| Mailing Address (if different from residence address) | Mailing Address (if different from residence address) |
| City | City |
| State ZIP | State ZIP |
| Home Phone No () | Home Phone No () |
| Current Age Date of Birth / mo day yr | Current Age Date of Birth / mo day yr |
| Male ☐ Female ☐ | Male □ Female □ |
| Social Security No | Social Security No |
| Medicare Health Insurance Card Number (if known) | Medicare Health Insurance Card Number (if known) |
| E-mail Address | E-mail Address |
| Height Weight | Height Weight |
| Et In I be | Ft In I he |

| ۷. | PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS. | | | |
|---------------------------------|--|--|--|-----------------------|
| 1. | Have you received a copy of the Guide to Health Insurance for P | People with Medicare and the | Applicant | Applicant B |
| | Outline of Coverage? | 1 | Yes □ No □ | Yes □ No □ |
| | the Best of Your Knowledge: | | | |
| 1. | Are you covered under Medicare Part A? If "YES," what is your Part A effective date? / / Applicant | //Applicant B | Yes □ No □ | Yes 🗆 No 🗆 |
| | If "NO," what is your eligibility date?/ | Applicant B | | |
| 2. | Are you covered under Medicare Part B? If "YES," what is your Part B effective date? / / Applicant / Applicant | Applicant B Applicant B | Yes 🗌 No 🗌 | Yes 🗌 No 🗌 |
| | If "NO," indicate date you plan to enroll//Applicant/_/A | Applicant B | | |
| 3. 4. | Did you turn age 65 in the last six months? Did you enroll in Medicare Part B in the last six months? If "YES," indicate your effective date. / / / | / / /Applicant B | Yes No No No | Yes No Yes No |
| If | you lost or are losing other health insurance coverage and received a paranteed issue of a Medicare supplement insurance policy or certification. | notice from your prior insurer sa | ying you were eligib | le for |
| y | ou may be guaranteed acceptance in one or more of our Medicare supsurer with your application. PLEASE ANSWER ALL QUESTIONS. | pplement plans. Please include a | copy of the notice fi | rom your prior |
| 3. | FOR YOUR PROTECTION, the National Association of Infollowing questions about insurance policies or certifications. | | equests that w | e ask the |
| То | the Best of Your Knowledge: | | Applicant | Applicant B |
| | Are you applying during a guaranteed issue period? (NOTE: If the answer above is "YES," please attach proof of elig | gibility.) | Yes □ No □ | Yes □ No □ |
| 2. | Do you have another Medicare supplement or Medicare select i certificate in force? | insurance policy or | Yes □ No □ | Yes □ No □ |
| | (a) If "YES," with what company, and what plan do you have? | | | |
| | 11 | | | |
| | plicant | Applicant B | | |
| | plicant me of Company | Applicant B Name of Company | | |
| Naı | me of Company icy/Certificate Number | Name of Company Policy/Certificate Number | | |
| Naı | me of Company icy/Certificate Number | Name of Company | | |
| Nai Poli Plai | me of Company icy/Certificate Number | Name of Company Policy/Certificate Number | | |
| Nai Poli Plai Issu | me of Company icy/Certificate Number n te Date | Name of Company Policy/Certificate Number Plan Issue Date | | |
| Nai Poli Plai Issu | me of Company icy/Certificate Number n te Date (b) If "YES," do you intend to replace your current Medicare supp this policy? | Name of Company Policy/Certificate Number Plan Issue Date / / | Yes \(\simethin \text{No} \(\simethin \) | Yes 🗆 No 🗀 |
| Nai Poli Plai Issu | icy/Certificate Number icy/Certificate Number in ie Date (b) If "YES," do you intend to replace your current Medicare supp this policy? (c) If "YES," indicate termination date. / / Applicant / Applicant | Name of Company Policy/Certificate Number Plan Issue Date plement policy/certificate with Applicant B | | |
| Nan Poli Plan Issu | icy/Certificate Number icy/Ce | Name of Company Policy/Certificate Number Plan Issue Date // plement policy/certificate with // Applicant B ice? elow, not to include | Yes \(\simeq \text{No} \(\simeq \) | Yes □ No □ Yes □ No □ |
| Political Plant Issu If y Me 3. | icy/Certificate Number the Date (b) If "YES," do you intend to replace your current Medicare suppost this policy? (c) If "YES," indicate termination date//Applicant /_Applicant | Name of Company Policy/Certificate Number Plan Issue Date // Delement policy/certificate with // Applicant B cice? elow, not to include , skip to question #4. I Medicare within the past e HMO or PPO), fill in your un, leave "END" blank. // END // ont B | | |
| Political Plant Issu If y Me 3. | icy/Certificate Number the Date (b) If "YES," do you intend to replace your current Medicare suppost this policy? (c) If "YES," indicate termination date//Applicant / Applicant | Name of Company Policy/Certificate Number Plan Issue Date // Delement policy/certificate with // Applicant B cice? elow, not to include , skip to question #4. I Medicare within the past e HMO or PPO), fill in your un, leave "END" blank. // END // ont B | Yes | Yes No Yes No No |
| Nan Pol: Plan Issu If y Me 3. | icy/Certificate Number the Date (b) If "YES," do you intend to replace your current Medicare suppost this policy? (c) If "YES," indicate termination date. / Applicant (d) If "YES," have you received a copy of the replacement not you have had any other Medicare plan coverage as referenced by dicare supplement, please complete questions (a-g) below. If not, If you had coverage from any Medicare plan other than original 63 days (for example, a Medicare Advantage plan, or a Medicare start and end dates below. If you are still covered under this plate START / END / START / Applicant (a) If you are still covered under the Medicare plan, do you into coverage with this new Medicare supplement policy? (b) If "YES," have you received a copy of the replacement not | Name of Company Policy/Certificate Number Plan Issue Date / / Delement policy/certificate with / Applicant B dice? elow, not to include skip to question #4. Medicare within the past the HMO or PPO), fill in your tan, leave "END" blank. / END / / at B end to replace your current dice? | Yes | Yes □ No □ |
| Nan Pol: Plan Issu If y Me 3. | icy/Certificate Number the Date (b) If "YES," do you intend to replace your current Medicare suppost this policy? (c) If "YES," indicate termination date//Applicant (d) If "YES," have you received a copy of the replacement not you have had any other Medicare plan coverage as referenced by dicare supplement, please complete questions (a-g) below. If not, If you had coverage from any Medicare plan other than original 63 days (for example, a Medicare Advantage plan, or a Medicare start and end dates below. If you are still covered under this plate START/_/Applicant (a) If you are still covered under the Medicare plan, do you into coverage with this new Medicare supplement policy? | Name of Company Policy/Certificate Number Plan Issue Date / / Delement policy/certificate with / Applicant B dice? elow, not to include skip to question #4. Medicare within the past the HMO or PPO), fill in your tan, leave "END" blank. / END / / at B end to replace your current dice? | Yes | Yes No Yes No No |

| | | | | Aŗ | pplicant | Applicant B |
|---|---|---|------------------------------------|-------|----------------------------|--------------------------------------|
| | (e) Was this your first time in this type of Medicare plan? | | | | | Yes 🗌 No 🗌 |
| | (f) Did you drop a Medicare supplement or Medicare select policy/certificate to enroll in this Medicare plan? | | | Vac | □ No □ | Vac D Na D |
| | | supplement or Medicare select po | olicy/certificate still available? | Yes [| | Yes □ No □ Yes □ No □ |
| 4. | | any other health insurance with | • | | | Yes \(\simeq \text{No} \(\simeq \) |
| | (For example, an employer, un | nion, or individual non-Medicar | e supplement plan.) | | | |
| | (a) If "YES," with what comp | any and what kind of policy/cer | tificate? (List below.) | | | |
| | plicant | | Applicant B | | | |
| Na | ame of Company | Kind of Policy/Certificate | Name of Company | K | Kind of Polic | y/Certificate |
| | | | | | | |
| (b) What are your dates of coverage under the other policy/certificate? If you are still covered under this plan, leave "END" blank. START / / END / / START / END / / Applicant B | | | | | | |
| | (c) Reason for termination/d | isenrollment? Applicant | / / | t B | | |
| | (d) Planned date of terminati | on/disenrollment?/ | // | | /_/ | |
| | | | | 1 | l | |
| 5. | (NOTE TO APPLICANT: If y | ssistance through the state Medi ou are participating in a "Spend please answer "NO" to this ques | -Down Program" and have | Yes L | □ No □ | Yes 🗌 No 🗌 |
| | If "YES," | | | | _ ,, _ | |
| | (a) Will Medicaid pay your premiums for this Medicare supplement policy?(b) Do you receive any benefits from Medicaid OTHER THAN payment toward your | | | Yes ∟ | □ No □ | Yes □ No □ |
| Medicare Part B premium? | | | Yes [| □ No□ | Yes \square No \square | |
| 6. Producers shall list any other health insurance policies/certificates they have sold to the applicant. (a) List policies/certificates sold which are still in force. | | | | | | |
| Ap | pplicant | | Applicant B | | | |
| Na | ime of Company | | Name of Company | | | |
| Po | licy/Certificate Number | | Policy/Certificate Number | | | |
| De | escription of Benefits | | Description of Benefits | | | |
| Eff | fective Date of Coverage | | Effective Date of Coverage | | | |
| | (b) List policies/certificates s | old in the past five (5) years wh | ich are no longer in force. | | | |
| Ap | plicant | | Applicant B | | | |
| Na | ime of Company | | Name of Company | | | |
| Po | licy/Certificate Number | | Policy/Certificate Number | | | |
| De | escription of Benefits | | Description of Benefits | | | |
| Eff | fective Date of Coverage | | Effective Date of Coverage | | | |

If you are applying during Open Enrollment or a Guaranteed Issue period, <u>SKIP SECTION 4 and GO TO SECTION 5</u>.

| 4. | PLEASE ANSWER ALL OF THE FOLLOWING If either you or Applicant B answer "YES" to a | | | | | | |
|-----|--|--|-------------------|---------------|--------------|---------------|---------|
| То | the Best of Your Knowledge: | | | Appli | cant | Applio | ant B |
| 1. | Are you currently hospitalized or confined to a confined to a wheelchair? | a nursing facility; or, are you be | edridden or | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| 2. | Have you been diagnosed with emphysema, C (COPD) or other chronic pulmonary disorder | | Disease | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| 3. | Have you been diagnosed with Parkinson's Disea or Lateral Sclerosis, Osteoporosis with fractures, | | | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| 4. | Have you been diagnosed with Alzheimer's Di cognitive disorder? | sease, Senile Dementia, or any | other | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| 5. | Have you been diagnosed with or treated for A (AIDS) or AIDS Related Complex (ARC)? | yndrome | Yes 🗆 | No 🗆 | Yes □ | No 🗆 | |
| 6. | If you have diabetes, do you have any of the fo peripheral vascular disease, neuropathy, any h or kidney disease? If you do not have diabetes | eart condition (including high | blood pressure) | Yes 🗆 | No 🗆 | Yes □ | No 🗆 |
| 7. | Do you have diabetes that has ever required m | ore than 50 units of insulin da | ily? | Yes 🗆 | No 🗆 | Yes 🗌 | No 🗆 |
| 8. | Within the past two years have you been treate have treatment for internal cancer, alcoholism requiring psychiatric care or have you had any | or drug abuse, mental or nerve | ous disorder | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| 9. | Within the past two years have you been treated treatment for heart attack, heart, coronary or opressure), peripheral vascular disease, congest | arotid artery disease (not includive heart failure or enlarged hea | ding high blood | Yes □ | No 🗆 | Yes □ | No 🗆 |
| 10. | transient ischemic attacks (TIA) or heart rhyth Within the past two years have you been treated disabling or rheumatoid arthritis or have you | ed for degenerative bone diseas | | Yes \square | No □ | Yes \square | |
| 11. | Have you been advised by a physician that sur months for cataracts? | , - | | Yes \square | No \square | Yes \square | |
| 12. | Have you been advised by a physician to have that has not been performed? | surgery, medical tests, treatmen | nt or therapy | Yes \square | No □ | Yes \square | |
| 13 | Have you been hospital confined three or mor | e times in the last two years? | | Yes \square | No 🗆 | Yes \square | |
| | Have you had an organ transplant or been advi | • | oan transplant? | Yes 🗆 | No 🗆 | Yes \square | |
| | Have you used tobacco in any form in the past | | gan transplant. | Yes 🗆 | No 🗆 | Yes \square | |
| | | | | 165 🗀 | NO 🗀 | | NO L |
| 16. | Are you taking or have you taken any prescrip the past 12 months? If "YES," please list the di | rug and the condition in the fol | llowing table. | Yes 🗆 | No 🗆 | Yes 🗆 | No 🗆 |
| App | licant (please attach a separate sheet if needed) | | Applicant B (plea | ase attach | a separat | te sheet if | needed) |
| | | Medication Name (copy off pharmacy label) | | | | | |
| | | Date Originally Prescribed | | | | | |
| | | Frequency and Dosage | | | | | |
| | | Diagnosis/Condition | | | | | |
| | | Medication Name (copy off pharmacy label) | | | | | |
| | | Date Originally Prescribed | | | | | |
| | | Frequency and Dosage | | | | | |
| | | Diagnosis/Condition | | | | | |
| | | Medication Name (copy off pharmacy label) | | | | | |
| | | Date Originally Prescribed | | | | | |
| | | Frequency and Dosage | | | | | |
| | | Diagnosis/Condition | | | | | |

5. PLEASE READ AND SIGN BELOW

IMPORTANT STATEMENTS TO BE READ BY APPLICANT

- You do not need more than one Medicare supplement policy.
- If you purchase this policy, you may want to evaluate your existing health coverage and decide if you need multiple coverage.
- You may be eligible for benefits under Medicaid and may not need a Medicare supplement policy.
- If, after purchasing the policy, you become eligible for Medicaid, the benefits and premiums under your Medicare supplement policy can be suspended, if requested, during your entitlement to benefits under Medicaid for 24 months. You must request this suspension within 90 days of becoming eligible for Medicaid. If you are no longer entitled to Medicaid, your suspended Medicare supplement policy (or, if that is no longer available, a substantially equivalent policy) will be reinstituted if requested within 90 days of losing Medicaid eligibility. If the Medicare supplement policy provided coverage for outpatient prescription drugs and you enrolled in Medicare Part D while your policy was suspended, the reinstituted policy will not have outpatient prescription drug coverage, but will otherwise be substantially equivalent to your coverage before the date of the suspension.
- If you are eligible for, and have enrolled in a Medicare supplement policy by reason of disability and you later become covered by an employer or union-based group health plan, the benefits and premiums under your Medicare supplement policy can be suspended, if requested, while you are covered under the employer or union-based group health plan. If you suspend your Medicare supplement policy under these circumstances, and later lose your employer or union-based group health plan, your suspended Medicare supplement policy (or, if that is no longer available, a substantially equivalent policy) will be reinstituted if requested within 90 days of losing your employer or union-based group health plan. If the Medicare supplement policy provided coverage for outpatient prescription drugs and you enrolled in Medicare Part D while your policy was suspended, the reinstituted policy will not have outpatient prescription drug coverage, but will otherwise be substantially equivalent to your coverage before the date of the suspension.
- Counseling services may be available in your state to provide advice concerning your purchase of Medicare supplement insurance and concerning medical assistance through the state Medicaid program, including benefits as a Qualified Medicare Beneficiary (QMB) and a Specified Low-Income Medicare Beneficiary (SLMB).

I wish to apply for a Medicare supplement insurance policy. I represent that my answers and statements on this application are true and complete. I understand that, upon acceptance of the completed application, each applicant will receive a separate policy. I understand that my policy benefits can start no earlier than my Medicare effective date, my first month's premium has been received and/or processed and my application has been approved by Gerber Life Insurance Company.

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a false or deceptive statement is guilty of insurance fraud.

| Dated at City | State Month | Day' Year | Applicant's Signature |
|---|------------------|-----------------------|---|
| Dated at | State Month | Day Year | Applicant B's Signature (if applying) |
| Premium Must Accom | pany Application | | |
| I/We certify that during an information supplied by the | | d applicant, I/we hav | ve truly and accurately recorded in the application the |
| (Signature of Licensed Produce | er) | (Signatu | ure of Licensed Producer) |
| PRODUCER STAMP | | PRODU | JCER STAMP |

| ADDITIONAL INFORMATION: PART 4 - CON'T | T. HEALTH /ME | EDICAL QUES | FIONS - Question #16 |
|---|--|--------------------------|---|
| Applicant (please attach a separate sheet if needed) | | | Applicant B (please attach a separate sheet if needed) |
| | Medication N pharma | lame (copy off cy label) | |
| | Date Origina | lly Prescribed | |
| | | and Dosage | |
| | Diagnosis/ | 'Condition | |
| | Medication Name (copy off pharmacy label) | | |
| | Date Origina | lly Prescribed | |
| | | and Dosage | |
| | | 'Condition | |
| | Medication Name (copy off pharmacy label) Date Originally Prescribed | | |
| | Date Originally Prescribed | | |
| | | and Dosage | |
| | | 'Condition | |
| | Medication N | ame (copy off cy label) | |
| | Date Origina | | |
| | Frequency | and Dosage | |
| | Diagnosis/ | Condition (| |
| CECTION FOR ADDITIONAL COMMENTS | | | |
| SECTION FOR ADDITIONAL COMMENTS Applicant (please attach a separate sheet if needed) | | Applicant R (n | blease attach a separate sheet if needed) |
| Appreant (picase attacti a separate silect ii ficeded) | | Аррисант в (р | nease attacti a separate silect ii flectied) |
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GERBER LIFE INSURANCE COMPANY

Notice to Applicant Regarding Replacement of Medicare Supplement Insurance or Medicare Advantage

Save this notice! It may be important to you in the future.

According to your application, you intend to terminate existing Medicare supplement or Medicare Advantage insurance and replace it with a policy to be issued by Gerber Life Insurance Company. Your new policy will provide thirty (30) days within which you may decide without cost whether you desire to keep the policy.

You should review this new coverage carefully. Compare it with all accident and sickness coverage you now have. If, after due consideration, you find that purchase of this Medicare supplement coverage is a wise decision, you should terminate your present Medicare supplement or Medicare Advantage coverage. You should evaluate the need for other accident and sickness coverage you have that may duplicate this policy.

Statement to Applicant by Issuer, Agent, Broker or Other Representative:

I have reviewed your current medical or health insurance coverage. To the best of my knowledge, this Medicare supplement policy will not duplicate your existing Medicare supplement or, if applicable, Medicare Advantage coverage because you intend to terminate your existing Medicare supplement coverage or leave your Medicare Advantage plan. The replacement policy is being purchased for the following reason(s) (check one):

| | Applicant | | Applicant D |
|------------------------------|--|---------------------------|---|
| | Applicant | | Applicant B |
| | Additional benefits | | Additional benefits |
| | No change in benefits, but lower premiums | | No change in benefits, but lower premiums |
| | Fewer benefits and lower premiums | | Fewer benefits and lower premiums |
| | My plan has outpatient prescription drug coverage and I am enrolling in Part D | | My plan has outpatient prescription drug coverage and I am enrolling in Part D |
| | Disenrollment from a Medicare Advantage Plan Please explain reason for disenrollment | | Disenrollment from a Medicare Advantage Plan Please explain reason for disenrollment |
| | Other (please specify) | | Other (please specify) |
| - | | | |
| | | | |
| and co all mat to refu | impletely answer all questions on the application co | ncerni vide a en in | |
| Do not keep i | | ave re | ceived your new policy and are sure that you want to |
| XX | | | |
| Sign | nature of Agent, Broker or Other Representative per Life Insurance Company, [P.O. Box 2397, Omaha, Nebi | aska 6 | 58103-2397] |
| Appli | cant | Appl | icant B |
| Signa | iture | Sign | ature |
| Date | | Date | |

GERBER LIFE INSURANCE COMPANY

Notice to Applicant Regarding Replacement of Medicare Supplement Insurance or Medicare Advantage

Save this notice! It may be important to you in the future.

According to your application, you intend to terminate existing Medicare supplement or Medicare Advantage insurance and replace it with a policy to be issued by Gerber Life Insurance Company. Your new policy will provide thirty (30) days within which you may decide without cost whether you desire to keep the policy.

You should review this new coverage carefully. Compare it with all accident and sickness coverage you now have. If, after due consideration, you find that purchase of this Medicare supplement coverage is a wise decision, you should terminate your present Medicare supplement or Medicare Advantage coverage. You should evaluate the need for other accident and sickness coverage you have that may duplicate this policy.

Statement to Applicant by Issuer, Agent, Broker or Other Representative:

I have reviewed your current medical or health insurance coverage. To the best of my knowledge, this Medicare supplement policy will not duplicate your existing Medicare supplement or, if applicable, Medicare Advantage coverage because you intend to terminate your existing Medicare supplement coverage or leave your Medicare Advantage plan. The replacement policy is being purchased for the following reason(s) (check one):

| | Applicant | | Applicant D |
|------------------------------|--|---------------------------|---|
| | Applicant | | Applicant B |
| | Additional benefits | | Additional benefits |
| | No change in benefits, but lower premiums | | No change in benefits, but lower premiums |
| | Fewer benefits and lower premiums | | Fewer benefits and lower premiums |
| | My plan has outpatient prescription drug coverage and I am enrolling in Part D | | My plan has outpatient prescription drug coverage and I am enrolling in Part D |
| | Disenrollment from a Medicare Advantage Plan Please explain reason for disenrollment | | Disenrollment from a Medicare Advantage Plan Please explain reason for disenrollment |
| | Other (please specify) | | Other (please specify) |
| - | | | |
| | | | |
| and co all mat to refu | impletely answer all questions on the application co | ncerni vide a en in | |
| Do not keep i | | ave re | ceived your new policy and are sure that you want to |
| XX | | | |
| Sign | nature of Agent, Broker or Other Representative per Life Insurance Company, [P.O. Box 2397, Omaha, Nebi | aska 6 | 58103-2397] |
| Appli | cant | Appl | icant B |
| Signa | iture | Sign | ature |
| Date | | Date | |

Authorization To Disclose Personal Information To Gerber Life Insurance Company

Meanings of Terms

"Medical Persons and Entities" means: all physicians, medical or dental practitioners, hospitals, clinics, pharmacies, pharmacy benefit managers, other medical care facilities, health maintenance organizations and all other providers of medical or dental services.

"Personal Information" means: all health information, such as medical history, mental and physical condition, prescription drug records, drug and alcohol use and other information such as finances, occupation, general reputation and insurance claims information about me. Personal Information does not include Psychotherapy Notes.

"Psychotherapy Notes" means: notes recorded by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a counseling session, which notes are separated from the rest of the person's medical record. Certain information, such as that relating to prescriptions, diagnosis and functional status, is not included in the term Psychotherapy Notes.

"Specified Companies" means:

- The group of companies which presently includes Gerber Life Insurance Company and additional companies which may become part of this group of companies and their successors.
- Other persons and entities which act on behalf of those companies to provide services to them.

Authorization to Disclose

I authorize the Medical Persons and Entities, the Specified Companies, employers, consumer reporting agencies and other insurance companies to disclose Personal Information about me to Gerber Life Insurance Company.

Purposes

The Personal Information will be used to determine my eligibility for insurance and to resolve or contest any issues of incomplete, incorrect or misrepresented information on my application which may arise during the processing of my application or in connection with claims for insurance benefits.

Potential for Redisclosure

If the person or entity to whom Personal Information is disclosed is not a health care provider or health plan subject to federal privacy regulations, the Personal Information may then be subject to further disclosure by that person or entity without the protections of the federal privacy regulations.

Failure to Sign

I understand that I may refuse to sign this authorization. I realize that if I refuse to sign, the insurance for which I am applying will not be issued.

Expiration and Revocation

Unless revoked earlier, this authorization will remain in effect for 24 months from the date I sign it. I understand that I may revoke this authorization at any time, by written notice to:

ATTN: Individual Underwriting Gerber Life Insurance Company [P.O. Box 2397] [Omaha, Nebraska 68103-2397]

I realize that my right to revoke this authorization is limited to the extent that Gerber Life Insurance Company has taken action in reliance on the authorization or the law allows Gerber Life Insurance Company to contest the issuance of the policy or a claim under the policy.

Copy

I understand that I will receive a copy of the signed authorization. A copy of this authorization is as effective as the original.

Names and Signatures

Name(s) used for medical records (if different than the name(s) below):

| Applicant | Applicant B |
|------------------------------------|------------------------------------|
| Printed Name of Proposed Applicant | Printed Name of Proposed Applicant |
| Signature of Proposed Applicant | Signature of Proposed Applicant |
| Date | Date |

GERBER LIFE INSURANCE COMPANY

Documentation of Solicitation of Medicare Related Products

| Medica | rdance with Arkansas law, this form is to be completed for re Part D solicitations, where an application was complete that the solicitation of Medicare related product coverag | d. Place completed form in client file. |
|---------|---|--|
| Ź | , | (Client's Name) |
| was sol | icited in the following manner. | |
| | If a replacement, I have reviewed the applicants the Medicare beneficiary of any substantial beneficiary | placement. current coverage and made a best effort to adequately inform fit differences between replaced and new coverages. Ineficiary they have the right to contact the issuer of the policy |
| Agent's | Name | _ |
| | | |
| Date | | |

SERFF Tracking Number: MUTM-126185589 State: Arkansas State Tracking Number: 42789

Filing Company: Gerber Life Insurance Company

Company Tracking Number: THEA SHEPHERD

TOI: MS05I Individual Medicare Supplement -Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Rate Information

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 MUTM-126185589
 State:
 Arkansas

 Filing Company:
 Gerber Life Insurance Company
 State Tracking Number:
 42789

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Rate/Rule Schedule

| Review Status: | Document Name: | Affected Form Numbers: (Separated with commas) | Rate Action:* | Rate ActionInformation: | Attachments |
|-------------------|--|--|------------------|-------------------------|---|
| Approved | AR MTG1 Base Rate Rating Factors Exhibit | MTG1-22029 1 | New | | AR MTG1 Base Rate.Rating Factors Exhibit 1.pdf |
| Approved | AR MTG4 Base Rate.Rating Factors Exhibit 1 | MTG4-22030 | New | | AR MTG4 Base Rate.Rating Factors Exhibit 1.pdf |
| Approved | AR MTG5 Base Rate.Rating Factors Exhibit 1 | MTG5-22031 | New | | AR MTG5 Base Rate.Rating Factors Exhibit 1.pdf |

Gerber Life Insurance Company Actuarial Memorandum Plan A (Arkansas)

Exhibit I - Tobacco User Monthly Premiums *

| Issue | Premium |
|----------|---------|
| Age | Rate |
| All Ages | \$96.25 |



^{*} Non-tobacco premiums are 13% lower than tobacco premiums Please see next page for area rating factors by ZIP code

Gerber Life Insurance Company Actuarial Memorandum Plan F (Arkansas)

Exhibit I - Tobacco User Monthly Premiums *

| Issue | Premium |
|----------|----------|
| Age | Rate |
| All Ages | \$136.50 |



^{*} Non-tobacco premiums are 13% lower than tobacco premiums Please see next page for area rating factors by ZIP code

Gerber Life Insurance Company Actuarial Memorandum Plan G (Arkansas)

Exhibit I - Tobacco User Monthly Premiums *

| Issue | Premium | |
|----------|----------|--|
| Age | Rate | |
| All Ages | \$116.50 | |



^{*} Non-tobacco premiums are 13% lower than tobacco premiums Please see next page for area rating factors by ZIP code

SERFF Tracking Number: MUTM-126185589 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 42789

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Supporting Document Schedules

Review Status:

Satisfied -Name: Flesch Certification Accepted for Informational 08/05/2009

Purposes

Comments:

Attachment:

AR Read Cert.pdf

Review Status:

Bypassed -Name: Application 06/10/2009

Bypass Reason: The new application is attached on the Form Schedule tab.

Comments:

Review Status:

Bypassed -Name: Outline of Coverage 06/10/2009

Bypass Reason: The new Outline of Coverage Modules are attached on the Form Schedule tab.

Comments:

Review Status:

Satisfied -Name: Cover Letter Accepted for Informational 08/05/2009

Purposes

Comments:

Attachment:

Gerber AR Supp DOI Cover Ltr.pdf

Review Status:

Satisfied -Name: Certification of Compliance with Accepted for Informational 08/05/2009

Rule 19 Purposes

Comments:

Attachment:

AR Certif of Compliance with Rule 19.pdf

SERFF Tracking Number: MUTM-126185589 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 42789

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Review Status:

Satisfied -Name: Filing Fee Schedule Accepted for Informational 08/05/2009

Purposes

Comments:

Attachment:

AR Fee Schedule Cert .pdf

Review Status:

Satisfied -Name: Memorandum of Variability for Accepted for Informational 08/05/2009

Application Purposes

Comments:

Attachment:

Memo of Variability for Gerber Med Supp App.pdf

CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

| <u>Form</u> | <u>Description</u> | <u>Score</u> |
|--|---|---|
| MTG1-22029 MTG4-22030 MTG5-22031 T03-2010-03 T03_201 T03_202 T03_214_AR CP12.1F-AR DP2F-AR RP12.1F-AR BC12.2F-AR | Medicare Supplement Policy Plan A Medicare Supplement Policy Plan F Medicare Supplement Policy Plan G Medicare Supplement Application HIPAA Authorization Replacement Notice Document of Solicitation Outline Outline Outline Outline Outline | 46.4 45.0 43.7 40* N/A N/A N/A N/A N/A N/A |
| | | • • • • • |

^{*} When scored with the base policy, this form meets or exceeds your state's requirements.

Gerber Life Insurance Company

Date: June 26, 2009

Daniel J. Kennelly

Vice President & Chief Compliance Officer Mutual of Omaha Insurance Company as Administrator for Gerber Life Insurance Company



Gerber Life Insurance Company

GERBER LIFE
WHITE PLAINS, NEW YORK
ADMINISTRATIVE OFFICE
3316 FARNAM STREET
OMAHA, NE 68175
1-800-995-5991

June 26, 2009

Arkansas Department of Insurance Attn: Compliance - Life & Health 1200 West Third Street Little Rock, AR 72201-1904

RE: Gerber Life Insurance Company

NAIC # 4483-70939 FEIN 13-2611847
Individual Medicare Supplement Insurance
Policy Forms MTG1-22029, MTG4-22030 and MTG5-22031
Application Form T03-2010-03
Outline of Coverage Forms CP12.1F-AR, RP12.1F-AR, DP2F-AR and BC12.2F-AR
Actuarial Memorandum and Rate Schedules

Replacement Notice Form T03_202 HIPAA Authorization Form T03_201 Document of Solicitation T03_214_AR

Enclosed for filing with your Department are copies of the following forms which comprise Gerber Life Insurance Company's new individual Medicare supplement insurance program. These forms are new and do not replace any previously filed forms:

| FORM # | <u>DESCRIPTION</u> | RATE SCHEDULE |
|-------------|--|--|
| MTG1-22029 | Medicare Supplement Policy (Plan A) | AR MTG1 Base Rate.Rating Factors Exhibit 1 |
| MTG4-22030 | Medicare Supplement Policy (Plan F) | AR MTG4 Base Rate.Rating Factors Exhibit 1 |
| MTG5-22031 | Medicare Supplement Policy (Plan G) | AR MTG5 Base Rate.Rating Factors exhibit 1 |
| CP12.1F-AR | Outline of Coverage Cover Page Module | N/A |
| RP12.1F-AR | Outline of Coverage Rate Page Module | N/A |
| DP2F-AR | Outline of Coverage Disclosure Page Mode | ale N/A |
| BC12.2F-AR | Outline of Coverage Benefit Chart Module | e N/A |
| T03-2010-03 | Application for Medicare Supp. Insurance | N/A |
| T03_202 | Replacement Notice | N/A |
| T03_201 | HIPAA Authorization Form | N/A |
| T03_214_AR | Document of Solicitation | N/A |

Medicare Supplement Insurance Policies MTG1-22029, MTG4-22030 and MTG5-22031 have been developed to provide the Medicare supplement benefits required of standardized Plans A, F and G respectively. These policies comply with the benefit standards for 1990 standardized Medicare supplement benefit plans issued for delivery prior to June 1, 2010. All of these policies contain identical wording, except for the different standardized benefits applicable to each particular plan.

Application T03-2010-03 will be used to apply for these new Medicare supplement policies. Solicitation of our Medicare supplement policies will be conducted by independent brokers and producers.

Arkansas Department of Insurance June 26, 2009 Page 2

Outline of Coverage Forms CP12.1F-AR, RP12.1F-AR, DP2F-AR and BC12.2F-AR are being filed as separate module components that together will comprise our Medicare supplement outline of coverage. These cover page, disclosure page, rate page and benefit chart modules will be bundled together as a single document that will be presented to the applicant at time of application.

Please note the outline cover page has been shaded and bolded to show the plans approved for sale in your state. An "X", a percentage, or an amount is used to indicate whether a benefit is applicable to a particular standardized plan. The outline rate page shows the format used for displaying rates. Each rate page will illustrate rates based on ZIP code, gender and tobacco or non-tobacco usage. The disclosure and benefit chart pages contain all necessary information required by the NAIC model.

Variability is requested for bracketed text shown on all policy schedules and for the bracketed telephone numbers, administrative office address and officer signatures shown on the face page of each policy.

A replacement notice and HIPAA authorization are enclosed, as well as an Actuarial Memorandum and rate schedule pages.

These forms meet or exceed your state's FLESCH score requirements.

Your consideration and approval of this filing will be most appreciated. If I may be of additional assistance as you complete your review, please do not hesitate to contact me.

Sincerely,

Thea Shepherd

Product and Advertising Compliance Analyst

Thea Shepherd

Regulatory Affairs

Phone: 402-351-4020 Fax: 402-351-5298

E-mail: thea.shepherd@mutualofomaha.com

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Gerber Life Insurance Company

Form Number(s): MTG1-22029; MTG4-22030; MTG5-22031; T03-2010-03;

CP12.1F-AR, DP2F-AR, RP12.1F-AR, BC12.2F-AR,

T03_201, T03_202, T03_214-AR

I hereby certify, to the best of my knowledge and belief, that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

Signature of Company Officer

Daniel J. Kennelly

Name

Vice President & Chief Compliance Officer Mutual of Omaha Insurance Company as Administrator for Gerber Life Insurance Company

Title

June 26, 2009

Date

ARKANSAS INSURANCE DEPARTMENT 400 University Tower Building 1123 South University Ave. Little Rock, Arkansas 72204

Lee Douglass Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Gerber Life Insurance Company

Company NAIC Code: 4483-70939

Company Contact Person & Phone: Thea Shepherd 402-351-4020

| INSURANCE DEPART | MENT USE ONLY: | |
|------------------|----------------|-------------|
| ANALYST: | AMOUNT: | ROUTE SLIP: |

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

| Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing. | * <u>3</u> X \$50 = <u>\$ 150.00</u> |
|--|--------------------------------------|
| • ,• | **Retaliatory \$ |
| Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. | * X \$50 = |
| 8/1 | **Retaliatory \$ |
| Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately | * X \$20 = |
| from the basic form. | **Retaliatory \$ |
| Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. | * X \$25 = <u>\$</u> |
| , F = | **Retaliatory \$ |
| AMEND CERTIFICATE OF AUTHORITY | |
| Review and processing of information to amend an Insurer's Certificate of Authority | * X \$400 = |
| Filing to amend Certificate of Authority. | *** X \$100 = |

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.

^{*}THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

Memorandum of Variability Explanation of Variable Statements and Fields For Gerber Life Insurance Company Application Form T03-2010-03

Each variable section, statement or field is denoted by [brackets] and annotated with numbers in RED. The explanations below follow the order in which the variable fields appear in the form.

| Variable Statements/Fields | How or When Used |
|----------------------------|--|
| PAC | GE 1 |
| 1.[ACH] [or CC] | Included in the premium mode field when an automatic check is deducted via electronic funds transfer (through Automated Clearing House Network) or credit card option is available for payment of the initial premium. |
| 2.[or CC] | Included in the premium mode field when a credit card option is available for payment of the renewal premium. |
| Page Footer: [P.O. Box] | Included in the page footer in the event the company administrative office changes. |

SERFF Tracking Number: MUTM-126185589 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 42789

Company Tracking Number: THEA SHEPHERD

TOI: MS051 Individual Medicare Supplement - Sub-TOI: MS051.001 Plan A

Standard Plans

Product Name: Medicare Supplement Administrator - MTG1-22029

Project Name/Number: Administrator Medicare Supplement Gerber 1990 Plans 5-09/MTG1-22029

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Original Date: | Schedule | Document Name | Replaced Date | Attach Document |
|------------------|----------|--|---------------|---|
| No original date | Form | Medicare Supplement Policy - Plan A | 06/10/2009 | Policy MTG1- 22029 Plan A (AR).pdf POL SCHED PLAN AMTG1- 22029.pdf |
| No original date | Form | Medicare Supplement Policy - Plan | 06/10/2009 | Policy MTG4- 22030 Plan F (AR).pdf POL SCHED PLAN FMTG4- 22030.pdf |
| No original date | Form | Medicare Supplement Policy - Plan | 06/10/2009 | Policy MTG5- 22031 Plan G (AR).pdf POL SCHED PLAN GMTG5- 22031.pdf |
| No original date | Form | Outline of Coverage Disclosure Page Module | 06/10/2009 | DP2F-AR (Outline Disclosure Page).pdf |

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN A

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

> This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. **NOTICE TO BUYER:**

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES. This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At: Customer Service [1-XXX-XXXXXXXX]

Claims Service [1-XXX-XXX-XXXX]

President

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street

Omaha, NE 68175]

Secretary

Wesley Hot

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

<u>Inpatient Hospital Confinement Benefits (Medicare Part A)</u>

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by

giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

| | POLICY SCHEDULE | |
|---------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG1-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERTES [22029] | |

AS SPECIFIED IN THE POLICY

THE INITIAL PREMIUM INCLUDES A ONE-TIME ENROLLMENT FEE OF [\$25.00]

INSURED

[James J. Jones] [123 Main Street] [Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ) (NOTE:

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX] OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN F

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. NOTICE TO BUYER:

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.

This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At:

Customer Service [1-XXX-XXXX]

Claims Service [1-XXX-XXXX]

Wesley Hother

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street

Omaha, NE 68175]

Secretary

Robert J.)

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Accept(s) Assignment means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Emergency Care means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

Inpatient Hospital Confinement Benefits (Medicare Part A)

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

PLAN F ADDITIONAL BENEFITS

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan F as follows. Plan F Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

<u>Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)</u>

When you are confined in a Hospital as an inpatient, we will pay the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

Skilled Nursing Facility Confinement Benefit (Medicare Part A)

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

Medicare Part B Deductible Benefit

We will pay the Medicare Part B deductible amount due each calendar year for Part B Medicare Eligible Expenses incurred.

Medicare Part B Excess Charges Benefit

We will pay 100% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

Emergency Care in a Foreign Country Benefit

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force

on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

| | POLICY SCHEDULE | |
|---------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG4-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERIES [22030] | |

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AS SPECIFIED IN THE POLICY INSURED

THE INITIAL PREMIUM INCLUDES A ONE-TIME ENROLLMENT FEE OF [\$25.00]

[James J. Jones]
[123 Main Street]
[Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW (NOTE: INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ)

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXXX]
OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

GERBER LIFE INSURANCE COMPANY

1311 Mamaroneck Avenue WHITE PLAINS, NY 10605

MEDICARE SUPPLEMENT INSURANCE POLICY PLAN G

CONSIDERATION

In consideration of the first premium you paid, the application you completed and our reliance on your answers to the application questions, we have put this policy in force as of the Policy Date. That date is shown on the policy schedule. A copy of your application is attached.

30-DAY RIGHT TO EXAMINE POLICY

Please read your policy. If, for any reason, you are not satisfied with it, you may return your policy to us at the administrative office address shown below or your agent within 30 days of its delivery. We will then promptly refund all premiums paid less any claims paid. The policy will then be considered never to have been issued.

PLEASE READ YOUR APPLICATION

Please read the attached copy of your application immediately. If anything is not correct or if any past medical history has been left out, you should tell us. Your policy was issued on the basis that all information in the application is correct and complete. If not, your policy may not be valid.

GUARANTEED RENEWABLE FOR LIFE

This policy is guaranteed renewable for life. This means you have the right to continue your policy in force for as long as you live. Unless there has been a Material Misrepresentation, we cannot cancel your coverage as long as you pay the required premium payment when it is due.

PREMIUM CHANGES

The premium for this policy may change. However, such premium change cannot be made unless we make the same change to all policies of this form issued to persons of the same classification living in the same geographic area of your state. The premium change can occur on any Policy Renewal Date. We will give you the advance written notice required by your state prior to any premium change.

This Is a Legal Contract Between You and Us. READ YOUR POLICY CAREFULLY. NOTICE TO BUYER:

THIS POLICY MAY NOT COVER ALL OF YOUR MEDICAL EXPENSES.

This Is a Non-Participating Policy.

To Inquire About Your Coverage, or To Express a Concern, Call Us Toll-Free At: Customer Service [1-XXX-XXXX]

Claims Service [1-XXX-XXX-XXXX]

President

Administrative Office: Gerber Life Insurance Company [3316 Farnam Street Omaha, NE 68175] **Secretary**

Robert J.)

Wesley Hrothen

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DEFINITIONS

Shown below are the defined terms used in your policy. These terms are capitalized wherever they appear in the policy.

Accept(s) Assignment means a Physician or provider of medical services receives payment directly from Medicare Part B and agrees to charge no more for services performed than the amount approved by Medicare. When a Physician or provider accepts assignment, he or she will not bill you for the excess charge difference between the actual charge and the amount approved by Medicare.

Activities of Daily Living means activities including, but not limited to, bathing, dressing, personal hygiene, transferring, eating, ambulating, assistance with drugs that are normally self-administered, and changing bandages or other dressings.

At-Home Recovery Visit means the period of a visit required to provide recovery care at your Home, without limit on the duration of the visit. Each four hours in a row during any 24-hour period of services provided by a Care Provider counts as one visit. At-home recovery visits must primarily be services which assist with Activities of Daily Living.

Benefit Period means the period of time defined by Medicare as a benefit period under Medicare Part A. A benefit period begins on the first day you are Hospital confined as an inpatient. A benefit period generally ends after you have not been confined in a Hospital or skilled nursing facility for 60 days in a row.

Care Provider means a duly qualified or licensed home health aide/homemaker, personal care aide or nurse provided through a licensed home health care agency or referred by a licensed referral agency or licensed nurses registry. A care provider does not include a family member, an unpaid volunteer, or a provider who is not a care provider.

Emergency Care means care needed immediately because of a Sickness or Injury of sudden and unexpected onset.

Home means any place used by you as a place of residence, provided that such place would qualify as a residence for home health care services covered by Medicare. Home does not include a Hospital or skilled nursing facility.

Hospital means a place defined as a hospital and approved for payment as a hospital by Medicare.

Injury means bodily harm sustained by you which:

- (a) is the direct result of an accident or trauma that occurs while your policy is in force; and
- (b) is not related to Sickness, bodily infirmity or any other cause.

Material Misrepresentation means a condition or combination of conditions you were requested to disclose on the application were not disclosed and which, if disclosed, would have required a different premium or caused us to deny issuing your policy. Any material misrepresentation is subject to the Time Limit on Certain Defenses provision.

Medicare means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended. Traditional Medicare is divided into two parts, Part A (Hospital/skilled nursing facility coverage) and Part B (medical/surgical coverage).

Medicare Eligible Expenses mean expenses of the kinds covered by Medicare, to the extent recognized as reasonable and medically necessary by Medicare.

Physician means a physician as defined by Medicare.

Policy Date means the date coverage starts under this policy as shown on the policy schedule.

Policy Renewal Date means the month and day this policy's premium payment is due. The frequency of the policy renewal date can vary depending on whether the premiums are paid on a monthly, quarterly, semiannual, or annual basis.

Sickness means an illness, disease or physical condition incurred by you which causes loss beginning while your policy is in force.

We, Us or Our means Gerber Life Insurance Company.

You or Your means the person named as the Insured on the policy schedule.

BASIC CORE BENEFITS

Your Medicare Supplement Insurance Policy is designed to coordinate with benefits provided by the federal Medicare program. We will consider our benefits:

- (a) as if you are enrolled in both Part A and Part B of Medicare (even if you are not enrolled in Part B); and
- (b) as if Medicare has paid its portion of the expense incurred.

When you receive services for Medicare Eligible Expenses, we will pay basic core benefits as follows:

Inpatient Hospital Confinement Benefits (Medicare Part A)

Coinsurance Benefit: We will pay the Part A Medicare coinsurance amount for each day of inpatient Hospital confinement you incur from the 61st day through the 90th day in each Medicare Benefit Period to the extent not covered by Medicare.

Lifetime Reserve Days Benefit: We will pay the Part A Medicare coinsurance amount for each lifetime reserve day of inpatient Hospital confinement you incur to the extent not covered by Medicare. Lifetime reserve days are nonrenewable and limited to 60 days during your lifetime.

Medicare Exhaustion Benefit: After all Medicare inpatient Hospital confinement benefits are exhausted, including your lifetime reserve days, we will pay the Part A Medicare Eligible Expenses you incur for inpatient Hospital confinement. Benefits are payable at the same rate Medicare would have paid had Medicare Part A Hospital days not been exhausted. Medicare exhaustion benefits are limited to a maximum of 365 days of inpatient Hospital confinement payable during your lifetime.

Blood Deductible Benefit (Medicare Part A or Part B)

We will pay the expense incurred for the reasonable cost of the first three pints of unreplaced blood (or equivalent quantities of packed red blood cells) per calendar year under Medicare Part A or Part B. Once this three-pint calendar year blood deductible is met under either Part A or Part B of Medicare, it does not have to be met under the other Part. You or someone else may donate blood to replace the blood you use, in accordance with federal regulations.

Medicare Part B Coinsurance Benefit

After the Medicare Part B calendar year deductible has been satisfied, we will pay the coinsurance amount not paid by Medicare applicable to Part B Medicare Eligible Expenses. The coinsurance amount is generally 20% of the total amount approved by Medicare for medical services. In the case of Hospital outpatient department services under a prospective payment system, we will pay the copayment amount.

PLAN G ADDITIONAL BENEFITS

When you receive services for Medicare Eligible Expenses, we will pay additional benefits applicable to Plan G as follows. Plan G Additional Benefits are subject to the same terms and conditions as Basic Core Benefits.

Inpatient Hospital Confinement Deductible Benefit (Medicare Part A)

When you are confined in a Hospital as an inpatient, we will pay the Medicare Part A inpatient Hospital deductible amount due for each Benefit Period.

Skilled Nursing Facility Confinement Benefit (Medicare Part A)

When you are confined in a skilled nursing facility for post-Hospital care eligible under Medicare Part A, we will pay the actual billed charges, up to the daily coinsurance amount, for each day of confinement from the 21st day through the 100th day, during each Medicare Benefit Period.

Medicare Part B Excess Charges Benefit

We will pay 80% of the difference between the actual charge billed to Medicare Part B for medical expenses incurred and the amount approved by Medicare Part B. When a provider of medical services Accepts Assignment, no excess charges will be payable by us. When a provider of medical services does not Accept Assignment, the amount of excess charge difference we will consider cannot exceed any charge limitation established by the Medicare program or state law.

Emergency Care in a Foreign Country Benefit

If you receive Emergency Care while in a foreign country, we will pay 80% of the billed Medicare Eligible Expenses incurred for Hospital, Physician and medical services to the extent such expenses are not covered by Medicare, after a \$250 calendar year deductible has been satisfied by you. Benefits are payable only for Emergency Care that would have been covered by Medicare to the extent such Emergency Care would have been covered by Medicare if provided in the United States. Benefits are limited to:

- (a) Emergency Care which begins during the first 60 days in a row of each trip you make outside of the United States; and
- (b) a maximum payable of \$50,000 during your lifetime.

At-Home Recovery Visit Benefit

We will pay the actual charges incurred, up to \$40 per visit, for At-Home Recovery Visits provided by a Care Provider in your Home to give short-term assistance with Activities of Daily Living while you are recovering from a Sickness, Injury or surgery. Benefits are limited to a maximum of seven visits per week and \$1,600 per calendar year.

At-Home Recovery Visits are payable only while you are receiving Medicare-approved home care services or, if not currently receiving such services, no more than eight weeks after the last Medicare-approved home health care visit. At-Home Recovery Visits cannot exceed the number and type certified as necessary by your Physician. Your Physician must certify that the specific type and frequency of At-Home Recovery Visits are necessary because of a condition for which a home care plan of treatment was approved by Medicare. The total number of At-Home Recovery Visits cannot exceed the number of Medicare-approved home health care visits under a Medicare-approved home care plan of treatment. Coverage is excluded for home care visits paid for by Medicare or other governmental programs.

AUTOMATIC ADJUSTMENT FOR CHANGES IN MEDICARE

If Medicare changes any of its deductible amounts or coinsurance percentage amounts, your policy's benefits will automatically adjust to coordinate with such changes. Your policy's premium may also adjust to correspond with these benefit changes. Likewise, if Medicare changes the period of time or number of days applicable to a particular benefit, your policy will adjust accordingly.

EXTENSION OF BENEFITS

If you incur expense for a continuous loss which began while this policy was in force, coverage for such loss will continue beyond the date insurance ends. This extension of coverage is:

- (a) subject to your continuous total disability; and
- (b) limited to the duration of the Medicare Benefit Period or, if none is applicable, payment of the maximum benefits.

Benefits are payable during this extension on the same basis as if coverage had not ended. However, coverage is extended only for those covered Sicknesses or Injuries causing the continuous loss.

SUSPENSION OF COVERAGE

Suspension Available During Medicaid Entitlement

If you apply for and become entitled to medical assistance under Medicaid, we will suspend benefits and premiums under this policy at your request, as long as you notify us within 90 days after the onset of Medicaid entitlement. This suspension of coverage can last for up to 24 months while your Medicaid entitlement continues.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are eligible for Medicaid. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose entitlement to Medicaid benefits during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of the loss of entitlement within 90 days after it occurs. Automatic reinstitution of coverage will be effective as of the date of Medicaid termination.

You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

Suspension Available While Covered Under a Group Health Plan

If you are entitled to benefits under Section 226(b) of the Social Security Act and covered under a group health plan, we will suspend benefits and premiums under this policy at your request. This suspension of coverage can last as long as the period provided by federal regulation.

Upon our receipt of your timely notification, we will refund any unearned premium for the period of time you are covered under the group health plan. Your refunded premium will be reduced by the amount of any claims paid for the period you are eligible.

If you lose coverage under the group health plan during this suspension of coverage, your policy will be automatically reinstituted as long as you notify us of such loss of coverage within 90 days after it occurs. Automatic reinstitution of your policy's coverage will be effective as of the date of group health plan termination. You must pay the applicable policy premium. Upon reinstitution, we will:

- (a) provide coverage substantially equivalent to the coverage in effect prior to the date of suspension; and
- (b) charge a premium at least as favorable as if coverage had not been suspended.

TERMINATION

This policy will terminate on the earliest of:

- (a) the date we receive your written or verbal request to cancel the policy (in which case the grace period will not apply);
- (b) the Policy Renewal Date, if sufficient premium has not been paid before the end of the grace period; or
- (c) the date of your death.

In the event of cancellation or death, we will promptly return the unearned portion of any premium paid.

Termination of coverage will not affect any claim originating while this policy was in force.

EXCLUSIONS

We will not pay benefits for:

- (a) expense incurred while this policy is not in force, except as provided in the Extension of Benefits section;
- (b) Hospital or skilled nursing facility confinement incurred during a Medicare Part A Benefit Period that begins while this policy is not in force;
- (c) that portion of any expense incurred which is paid for by Medicare;
- (d) services for non-Medicare Eligible Expenses, including, but not limited to, routine exams, takehome drugs and eye refractions;
- (e) services for which a charge is not normally made in the absence of insurance; or
- (f) loss or expense that is payable under any other Medicare supplement insurance policy or certificate.

CLAIMS FILING PROCEDURES

Notice of Claim

Written notice of a claim must be given to us within 20 days after a loss occurs or starts, or as soon as is reasonably possible. You may give the required notice or someone else may do it for you. The notice should give your name and policy number as shown on the policy schedule. Notice should be mailed to us at our administrative office address shown on the face page of this policy, or to any of our agents.

Electronic Claim Filing Process: Your health care providers will usually submit electronically to Medicare the billed charges for any medical and Hospital expenses you incur. Medicare then processes benefits for expenses eligible under Part A and/or Part B of Medicare, and then passes your claim electronically to us for consideration of benefits under your Medicare supplement policy. We will accept Medicare's electronic submission of your claim to us as your notice of claim. For consideration of expenses that are not submitted electronically to us, a paper copy of your Medicare Summary Notice or Medicare Benefit Notice can serve as your notice of claim. This Medicare statement shows your Medicare Eligible Expenses and the amount approved and paid by Medicare. You may submit a paper copy of your Medicare statement to us or your health care provider may submit it to us on your behalf.

Claim Forms

When we receive notice of claim, we will send you forms for filing proof of loss. If we do not send them within 15 days after the giving of such notice, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss

Written proof of loss must be given to us within 90 days after the date of such loss. If it was not reasonably possible to give us written proof within the required time, we will not reduce or deny the claim for this reason if the proof is supplied as soon as reasonably possible. In any case, proof must be furnished no later than 12 months from the time otherwise specified, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Benefits for a covered loss will be paid as soon as we receive proper written proof of loss.

PAYMENT OF CLAIMS

All benefits will be paid to you, if living, unless we receive an assignment of benefits by you to pay your health care provider. Benefits unpaid at your death, which are not assigned, will be paid to your estate.

If any benefits are payable to your estate, to a minor or to any person not legally able to give a valid release, we may pay up to \$1,000 to any relative of yours who we find entitled to the payment. Payment made in good faith will fully discharge us to the extent of the payment.

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TERM OF COVERAGE

Your coverage starts on the Policy Date at 12:01 A.M. where you live. It ends at 12:01 A.M. where you live on the first Policy Renewal Date. Each time you renew your policy by paying the premium within the 31-day grace period, the new term begins when the old term ends.

POLICY PROVISIONS

Entire Contract and Changes

The entire contract of insurance is:

- (a) the policy;
- (b) the attached signed application;
- (c) any supplemental applications made part of the policy;
- (d) any riders and amendment riders; and
- (e) any endorsements and amendments.

No agent may change the contract of insurance in any way. Only an executive officer of ours can approve a change. Any such change must be shown in or attached to the policy. Any rider, endorsement or application added after the Policy Date which reduces or eliminates coverage under this policy will require your signed acceptance in order to be valid.

Time Limit on Certain Defenses

After two years from the date you become covered under this policy, we cannot use misstatements, except fraudulent misstatements in your application, to void coverage or deny a claim for loss incurred or disability that starts after the two-year period.

Grace Period

Your policy's premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your policy stays in force during the grace period.

Reinstatement

Your policy will lapse if you do not pay the premium before the end of the grace period. If we later accept a premium and do not require an application for reinstatement, that payment will put this policy back in force. If we require an application for reinstatement, this policy will be put back in force when we approve the application. If we do not approve the application, this policy will be put back in force on the 45th day following the date of the application if we do not give you prior written notice of its disapproval.

The reinstated policy will only cover loss due to an Injury or Sickness that occurs after the date of reinstatement. In all other respects, you and we have the same rights under this policy as were in effect before it lapsed. Premium accepted in connection with this provision will be used for a period for which premium has not been paid, but not for any period more than 60 days before the date of reinstatement.

Physical Examinations and Autopsy

We, at our expense, may have you examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done, at our expense, where it is not prohibited by law.

Legal Actions

No legal action can be brought to recover under this policy until at least 60 days after we have been given satisfactory written proof of loss. Legal action cannot be brought after the expiration of three years from the date proof of loss is required.

Other Insurance with Us

You can be insured under only one of our Medicare supplement policies at any one time. If you are insured under more than one such policy, you can select the one that is to remain in effect. In the event of death, this selection will be made by your estate. We will return all premiums paid (less any claims paid) for any policy that does not remain in effect.

Unpaid Premium

When benefits are paid for a claim under this policy, any premium then due and unpaid may be deducted from the benefits payable.

Non-Participating

Gerber Life Insurance Company is a stock company. This policy does not participate in our profits or surplus earnings. No dividends will be paid.

Conformity with State Statutes

If any provision of this policy conflicts with the laws of the state where you reside on that provision's effective date, it is amended to conform to the minimum requirements of those laws.

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| | POLICY SCHEDULE | |
|---------------------------------|---------------------------------------|---|
| POLICY NUMBER MTG5-[000000-00M] | POLICY DATE [6-1-09] | FIRST RENEWAL DATE [6-1-10] |
| INITIAL PREMIUM [\$0,000.00] | RENEWAL PREMIUM [\$0,000.00**] | [Annual, Semiannual, Quarterly, Monthly] |
| POLICY BENEFIT | SERTES [22031] | |

AS SPECIFIED IN THE POLICY

THE INITIAL PREMIUM INCLUDES A ONE-TIME ENROLLMENT FEE OF [\$25.00]

INSURED

[James J. Jones] [123 Main Street] [Anytown, AR 00000]

INITIAL PREMIUM \$[0,000.00]

MGR [Don Jones]

[J Brown 09999]

ADDITIONAL COVERAGE AND POLICY ADJUSTMENTS SHOWN BELOW INFORMATION MAY CONTINUE ON REVERSE--PLEASE READ) (NOTE:

**Renewal Premium Subject To Change

CLAIM INFORMATION CALL [1-XXX-XXX-XXXX] OTHER SERVICE QUESTIONS CALL [1-XXX-XXX-XXXX]

Disclosures

Use this outline to compare benefits and premiums among policies.

Premium Information

We, Gerber Life, can only raise your premium if we raise the premium for all the policies like yours in the same geographic area of the state where you live.

There will be a one-time enrollment fee of \$25.00 added to the first premium.

Read Your Policy Very Carefully

This is only an outline describing your policy's most important features. The policy is your insurance contract. You must read the policy itself to understand all of the rights and duties of both you and your insurance company.

Right to Return Policy

If you find that you are not satisfied with your policy, you may return it to Gerber Life Insurance Company at our administrative offices, 3316 Farnam Street, Omaha, NE 68175. If you send the policy back to us within 30 days after you receive it, we will treat the policy as if it had never been issued and return all of your payments.

Policy Replacement

If you are replacing another health insurance policy, do NOT cancel it until you have actually received your new policy and are sure you want to keep it.

Notice

The policy may not fully cover all of your medical costs. Neither Gerber Life nor its agents are connected with Medicare. This outline of coverage does not give all the details of Medicare coverage. Contact your local Social Security office or consult "Medicare & You" for more details.

Complete Answers Are Very Important

When you fill out the application for the new policy, be sure to answer truthfully and completely all questions about your medical and health history. The Company may cancel your policy and refuse to pay any claims if you leave out or falsify important medical information. Review the application carefully before you sign it. Be certain that all information has been properly recorded.